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#### UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF CALIFORNIA

GUY W. PARKER, Plainti	) ff )	'08 CV 0212	/ 1	WMc
-V-	) )	Case Number	L	AAIAIC
BETTY W. CLINGERMAN, Defend	) ) ant. )		•	

Pure Bill for Equitable Discovery of Contract Officer of Record For Contract FA8621-04-D-6250

Article III Section 2 Original and Appellate Jurisdictions: Questions of Law: "Controversy between Citizens of Different States, Government Officer and Officer Representative without Contract Officer of Record Delegated Warrant Authority": Subject Matter "Federal Question Government Public Contracts Exclusive Jurisdiction of the Court of Federal Claims". The form of Claims or Complaints to the agency cannot be determined until the Contract Officer of Record is identified for that individual to render a final and conclusive decision. (P.L. 95-563 (CDA)). Replication and mailing the written contract officer authority documents and mutually signed SF26 documents as requested to this contractor and this court from the contract administration files or agency files for Contract FA8621-04-D-6250 is of minimal expense, does not impact national security, is in the best interest of the public, and is required by the contract, law, and regulation as specified in FAR 1.6.

- 1 Betty W. Clingerman's Contract Officer Warrant prior to 2006
- 2 Betty W. Clingerman's Contract Officer Authority after 2006
- 3 The termination of contract authority of Michael L. Grove
- 4 Michael L. Grove's Contract Officer Warrant prior to 2006
- 5 Michael L. Grove's Contract Officer Authority after 2006
- 6 A Standard Form 26 signed by this contractor and Betty W. Clingerman



## **Table of Contents**

1	Cause of Action1	1
	Pure Bill for Equitable Discovery1	1
	Statement of Relief Sought1	6
	Jurisdiction1	7
	Conclusion1-	10
2	Exhibits2	2-1
	Exhibit 1	:-2
	Contract Cover Sheet Standard Form 26 (SF26)2	:-2
	Exhibit 22	-3
	Mandatory Alternative Dispute Resolution (ADR)2	-3
	Contract FA862104D6250 Attachment 7 (FFA 9 U.S.C. §§ 1-14)2	-3
	Exhibit 32	-4
	FAR 1.602 Contract Officer's Authority2	-4
	Exhibit 42	-5
	Loss of Contract Officer of Record2	-5
	Exhibit 52	-6
	Contract Ordering Officer for Contract FA862104D62502	-6
	Exhibit 62	-7
	Contract Authority Ended on February 22, 20062	-7

Exhibit 7	2-8
Limits of the authority of a Contract Ordering Officer	2-8
Exhibit 8	2-9
Self-Declaration of Betty W. Clingerman	2-9
Exhibit 9	2-10
Certificate of Warrant, Appointments, and Termination	2-10
Exhibit 10	2-11
Certificate of Interest and Corporate Disclosure Statemen	ıt2-11
Exhibit 11	2-12
Demand Letter for Production of Required Documents	2-12
3. Certificate of Service	3-1

#### Cause of Action

## Pure Bill for Equitable Discovery

This Pure Bill for Equitable Discovery is based on an express 3 4 contract between this petitioner and a government agency. Contract 5 FA8621-04-D-6250 is a five year Firm Fixed Price Contract with Delivery Order Incentives mutually negotiated and mutually agreed 6 signed on March 22, 2004 of value \$3,000,000. (Please Reference 7 Exhibit 1). The recorded Contract Officer of Record is Michael L. 8 Grove. There is Public Law 95-563 (amended) (Contracts Disputes Act 9 10 of 1978) (CDA) inserted into the Disputes Clause of the contract. Public Law 95-563 (amended) requires that the Contract Officer of Record be 11 12 identified. The unique mutually agreed Disputes Clauses in Contract 13 FA8621-04-D-6250 requires two steps to submit a Complaint or Claim: 14 A) Pre-negotiated and mutually agreed Mandatory Alternative Dispute Resolution (ADR) (Attachment 7) (FFA 9 U.S.C. §§ 1-14); 15 B) After mandatory ADR a Compliant or Claim may be sent to the 16 17 recorded Contract Officer of Record for a final and conclusive 18 decision.

(Please Reference Exhibit 2).

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- 1 Federal Acquisition Regulation 1.6 requires the Contract Officer of
- 2 Record be identified on the cover of the contract and that information
- 3 regarding the contracting authority be provided anytime on demand by
- 4 this contractor, government agency, or public. (Please Reference
- 5 Exhibit 3). There are four identified events that create this cause of
- 6 action Pure Bill of Equitable Discovery:
- 7 1) Apparent Loss of Contract Officer of Record;
- 8 2) Contracting Ordering Officer Changes Contract without Authority;
- 9 3) Contracting Ordering Officer Refuses to Provide Authority Documents;
- 10 4) Government Agency refuses Mandatory ADR Disputes Clause.
- 11 The recorded Contract Officer of Record, Michael L. Grove, appears
- 12 to no longer be able to fulfill his contractual obligations. This first
- 13 identified event, apparent Loss of Contract Officer of Record, creates an
- 14 apparent material change to the contract that requires a new Contract
- 15 Officer of Record be mutually agreed and mutually signed on Contract
- 16 Standard Form 26. The recorded Contract Officer of Record, Michael L.
- 17 Grove, knew of his pending reassignment nine months before his
- 18 reassignment, his request to his agency to install a new Contract Officer
- of Record was ignored by the agency. (Please Reference Exhibit 4)

1 The first identified event, "Loss of Contract Officer of Record", causes 2 no apparent "Breach of Contract" or "Negligence" on the part of the 3 Contract Officer of Record, Michael L. Grove. Michael L. Grove explains 4 that his contract officer authority was derived from individuals who 5 have since left the agency. The current recorded Contract Officer of Record, Michael L. Grove, is still with the same agency and is 6 7 positioned within the agency at the level Contract same 8 FA862104D6250 was created. (Please Reference Exhibit 4). 9 This cause of action is a request to this court in response to the 10 second and third identified events: "Contract Ordering Officer Changes 11 Contract without Authority" and "Contract Ordering Officer Refuses to Provide Authority Documents". A Contracting Ordering Officer that 12 13 does not have Contract Officer of Record Authority (SF26) makes 14 unilateral changes to the contract and attempts to compel performance. 15 The named individual in this Pure Bill for Equitable Discovery, a Contracting Ordering Officer, has no contract authority to change the 16 basic contract agreement FA8621-04-D-6250. (Please Reference 17 18 **Exhibit 5**). The Contracting Ordering Officer's contract authority ended on February 22, 2006. (Please Reference Exhibit 6). 19

The form of Claims or Complaints to the agency cannot be 1  $\mathbf{2}$ determined until the Contract Officer of Record is identified for that individual to render a final and conclusive decision. (P.L. 95-563 (CDA)) 3 Replication and mailing the written contract officer authority 4 5 documents and mutually signed SF26 documents as requested to this 6 contractor and this court from the contract administration files or 7 agency files for Contract FA8621-04-D-6250 is of minimal expense, does 8 not impact national security, is in the best interest of the public, and is required by the contract, law, and regulation as specified in FAR 1.6. 9 10 The documents should be readily available from the contract 11 administration files, the agency files, and from the named individuals. 12 A Contract Officer of Record (SF26) cannot be "assigned". A mutual agreement in the form of a Standard Form 26 (SF26) is required to 13 14 rectify the material change of contract "Loss of Contract Officer of 15 Record". A Contracting Ordering Officer cannot change the terms and 16 conditions of the basic contract agreement Contract FA862104-D-6250. 17 To confirm that there is a "Lost Contract Officer of Record", a written 18 termination of contract authority is required to be signed by the agency, provided to the contractor, and filed in the contract administration files. 19

1 In order to submit Complaints or Claims to the United States Court  $\mathbf{2}$ of Federal Claims the Contract Officer of Record must be identified on a mutually signed Standard Form 26. A Contracting Ordering Officer 3 does not have Contract Officer of Record Authority (SF26) to make 4 unilateral changes to the basic contract agreement Contract FA862104-5 6 D6250. (Please Reference Exhibit 7). A Contracting Ordering Officer that does not have Contract Officer of Record Authority (SF26) made 7 unilateral changes to the basic contract and attempted to compel this 8 9 contractor to perform. Adjudication of these three events in Court of 10 Federal Claims Non-Monetary Disputes 06-701 and 06-715 and in the 11 Court of Appeals for the Federal Circuit Appeal 2007-5163, a third 12 identified event occurs that supports this cause of action Pure Bill of 13 Equitable Discovery. The agency refused Mandatory Alternative 14 Dispute Resolution Contract Attachment 7 (FAA 9 U.S.C. §§ 1-14). 15 Disputes 06-701 and 06-715 were dismissed for lack of subject matter 16 jurisdiction by the Court of Federal Claims on June 28, 2007 after 10 17 months of litigation to determine the identification of the Contract Officer of Record, perform Judicial Administrative Review (41 U.S.C. §§ 18 19 321-322), perform ADR, and install a new Contract Officer of record.

## Statement of Relief Sought

- 2 The requested remedies for this limited Pure Bill of Equitable
- 3 Discovery include the following documents to verify if Betty W.
- 4 Clingerman is the recorded Contract Officer of Record for the purposes
- 5 of Public Law 95-563 (amended) (Contract Disputes Act of 1978):

1	Betty W. Clingerman's Contract Officer Warrant prior to 2006
2	Betty W. Clingerman's Contract Officer Authority after 2006
3	The termination of contract authority of Michael L. Grove
4	Michael L. Grove's Contract Officer Warrant prior to 2006
5	Michael L. Grove's Contract Officer Authority after 2006
6	A Standard Form 26 signed by this contractor and Clingerman

7 The documents are required to be readily available. For this

8 contractor with standing, a Freedom of Information Act Request is not

required. An agency letter of intent is not acceptable. A court

10 declaratory judgement is not a substitute for a mutually signed SF 26.

11 An Agency Memorandum stating the existence but not providing for the

12 inspection of the documents is not acceptable. A Self-Declared

13 Declaration is not acceptable. (Please Reference Exhibit 9).

In the event the Contractor effects any such change at the direction of any person other than the Contracting Officer of Record, the change will be considered to have been made without authority and solely at the risk of the Contractor.

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#### Jurisdiction

- 2 Jurisdiction of this United States District Court for this Pure Bill for
- 3 Equitable Discovery is Pub. L. No. 94-574 and Pub. L. No. 83-356:

The Congress has enacted a partial waiver of the sovereign immunity defense as to judicial review under the Administrative Procedure Act, 5 U.S.C. § 701, et seq. By Pub. L. No. 94-574, Act of October 21, 1976, 90 Stat. 2721, 5 U.S.C. § 702 was amended to provide that an ("action in a court of the United States seeking relief other than money damages and stating a claim that an agency or an officer or employee thereof acted or failed to act in an official capacity or under color of legal authority shall not be dismissed nor relief therein be denied on the ground that it is against the United States or that the United States is an indispensable party." In addition, 5 U.S.C. § 703 has been amended to allow suit to be brought against the United States or any of its agencies or officers. The sovereign immunity defense has been withdrawn only with respect to actions seeking specific relief other than money damages, such as an injunction, a declaratory judgment, or a writ of mandamus. Bowen v. Massachusetts, 487 U.S. 879 (1988). See H.Rep. 94-1656, p.13, 1976.

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#### 68 Stat. 81. TITLE 41 CHAPTER 5 § 321 § 322

§ 321. Limitation on pleading contract provisions relating to finality; standards of review: No provision of any contract entered into by the United States, relating to the finality or conclusiveness of any decision of the head of any department or agency OR his duly authorized representative OR board in a dispute involving a question arising under such contract, shall be pleaded in any suit now filed or to be filed as limiting judicial review of any such decision to cases where fraud by such official or his said representative or board is alleged: Provided, however, That any such decision shall be final and conclusive unless the same is fradulent [1] or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence. § 322. Contract provisions making decisions final on questions of law: No Government contract shall contain a provision making final on a question of law the decision of any administrative official, representative, or board. NOTES: Source (May 11, 1954, ch. 199, § 1, 68 Stat. 81.) Agency Actions Generally, Judicial Review: Judicial review of agency actions generally, see section 701 et seq. of Title 5, Government Organization and Employees. [1] So in original. Probably should be "fraudulent".

1 2

Public Law 356

May 11, 1934

Government contracts.

Judicial review.

81

Public Law 356

May 11, 1934

Government contracts.

Judicial review.

AN ACT Approved May 11, 1954.

To permit review of decisions of the heads of departments, or their representatives or boards, involving questions arising under Government contracts.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That no provision of any contract entered into by the United States, relating to the finality or conclusiveness of any decision of the head of any department or agency or his duly authorized representative or board in a dispute involving a question arising under such contract, shall be pleaded in any suit now filed or to be filed as limiting judicial review of any such decision to cases where fraud by such official or his said representative or board is alleged: Provided, however, That any such decision shall be final and conclusive unless the same is fradulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith, or is not supported by substantial evidence.

SEC. 2. No Government contract shall contain a provision making final on a question of law the decision of any administrative official,

representative, or board.

3

This Pure Bill of Equitable Discovery appears not subject to an

- 5 interlocutory appeal to the United States Court of Appeals for the
- 6 Federal Circuit provided in 28 USC § 1292(c):

28 USC § 1292(c) Interlocutory decisions (a) Except as provided in subsections (c) and (d) of this section, the courts of appeals shall have jurisdiction of appeals... (c) The United States Court of Appeals for the Federal Circuit shall have exclusive jurisdiction-- (1) of an appeal from an interlocutory order or decree described in subsection (a) or (b) of this section in any case over which the court would have jurisdiction of an appeal under section 1295 of this title; and (2) of an appeal from a judgment in a civil action for patent infringement which would otherwise be appealable to the United States Court of Appeals for the Federal Circuit and is final except for an accounting.

- 1 Until the defendant or agency can substantiate that she is the
- 2 recorded FA8621-04-D-6250 Contract Officer of Record, the defendant
- 3 appears as a private citizen acting outside her scope of employment.
- 4 The substantive fact that Ms. Betty Clingerman may be employed by
- 5 the government agency for other contracts appears not relevant.

Title 28 Jurisdiction And Venue Chapter 83--Courts Of Appeals Sec. 1295. Jurisdiction of the United States Court of Appeals for the Federal Circuit (a) The United States Court of Appeals for the Federal Circuit shall have exclusive jurisdiction— (1) of an appeal from a final decision of a district court ..., if the jurisdiction of that court was based, in whole or in part, on section 1338 of this title...; (2) of an appeal from a final decision of a district court of the United States..., if the jurisdiction of that court was based, in whole or in part, on section 1346 of this title..., (3) of an appeal from a final decision of the United States Court of Federal Claims; ... (10) of an appeal from a final decision of an agency board of contract appeals pursuant to section 8(g)(1) of the Contract Disputes Act of 1978 (41 U.S.C. 607(g)(1));

6 7

Non-Monetary Disputes 06-701 and 06-715 were forced into the

- 8 United States Court of Federal Claims by United States Court of
- 9 Appeals for the Federal Circuit case law Texas Health Choice, L.C. v.
- 10 Office of Personnel Management 400 F.3d 895 (Fed. Cir. 2005), and
- 11 Quality Tooling, Inc. v. United States, 47 F.3d 1569. Judicial Branch
- 12 Case Law Legislation 400 F.3d 895 and 47 F.3d 1569 apparently
- 13 annihilated access to the Article III United States District Courts for
- 14 this petitioner and for all Small Business and DOD contractors.

1

## Conclusion

 $\mathbf{2}$ This contractor does not desire to assume risk. The contract and 3 federal regulations require the requested documents be provided. (See 4 Exhibit 9). Upon receipt or non-receipt of the required documents, a Complaint for Non-Monetary Damages or a Civil Action exceeding 5 \$75,000 may be presented to this court, and/or a Claim in excess of 6 \$345,000 may be submitted to the Court of Federal Claims based on the 7 8 final decision of the identified, verified, and recorded Contractor Officer of Recorded acquired through these court proceedings. This contractor's 9 10 Certificate of Interest is provided. (See Exhibit 10). This Pure Bill for 11 Equitable Discovery is provided to this individual and the agency for 12 which she is in apparently employed in the form of a Demand Letter. 13 (See Exhibit 11). Service is provided in accordance with "Other Papers" FRCP Rule 5. This demand request is made to provide the 14 15 requested documents on or before February 22, 2008. If the agency is unable respond, the court shall consider the documents do not exist. 16

Respectfully submitted, July 1/2 Huy W. Parlow Mal 17

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14924 Conchos Dr., Poway, California 92064, 858-486-6469

# **Exhibits**

# **Contract Cover Sheet Standard Form 26 (SF26)**

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## Mandatory Alternative Dispute Resolution (ADR)

## Contract FA862104D6250 Attachment 7 (FFA 9 U.S.C. §§ 1-14)

The named individual, Betty W. Clingerman, was never provided specifically named written delegated contract officer authority from the recorded Contract Officer of Record for Contract FA8621-04-D-6250. The named individual was never provided written delegated contract officer representative authority or contract administration authority from the recorded Contract Officer of Record.

In June 2007 a Contract FA8621-04-D-6250 program management meeting between this contractor and the recorded Contract Officer of Record Michael L. Grove was moderated by the ADR Moderator for Contract FA8621-04-D-6250 in accordance with the contract's Mandatory ADR Requirement explicitly stated in unambiguous terms of the contract. Mandatory ADR is a required step before asserting a claim for final decision and a step required before asserting a claim to the United States Court of Federal Claims:

#### **ATTACHMENT 7**

FA8621-04-D-6250

#### 1.1 Conflict Resolution

The MTTs provide valuable, cost effective training for a relatively miniscule investment of \$300K in CY 2004. MOA PMTT representative members ACC/DOU and ACC/TRSS have been able to effectively maintain training capability for six years through continuing annual contracts with Parker International. The ACC/DOU PMTT member representative requests the highest priority be placed on resolving conflicts to ensure access to and continuous support of this critical training. The Government's policy is to try to resolve all contractual issues in controversy by mutual agreement at the contracting officer's level. Reasonable efforts should be made to resolve controversies through ADR prior to the submission of a claim. At the request of either party, delays impacting the program or contractor shall be resolved by ADR.

## FAR 1.602 Contract Officer's Authority

Bilateral Agreement Standard Form 26 (SF26) prescribed in FAR 48 CFR 53.214(a) records the Contract Officer of Record for Public Law 95-563 amended (CDA). Bilateral Agreement DD Form 1155 records the Contract Ordering Officer of Record. Both contracting officer types are required to produce their Contract Officer Warrants (COW), Contract Officer Authority (COA), and Memorandums of Delegated Contract Officer Authority, for contractor, government, or public on request:

## FAR 1.602 Contract Officer's Authority

1.602-1 -- Authority. (a) Contracting officers have authority to enter administer. orterminate contracts and make related determinations and findings. Contracting officers may bind the Government only to the extent of the authority delegated to them. Contracting officers shall receive from the appointing authority (see 1.603-1) clear instructions in writing regarding the limits of their authority. Information on the limits of the contracting officers' authority shall be readily available to the public and agency personnel. (b) No contract shall be entered into unless the contracting officer ensures that all requirements of law, executive orders, regulations, and all other applicable procedures, including clearances and approvals, have been met.

**1.602-2** -- **Responsibilities.** Contracting officers are responsible for ensuring performance of all necessary actions for effective contracting, ensuring compliance with the terms of the contract, and safeguarding the interests of the United States in its contractual relationships. In order to perform these responsibilities, contracting officers should be allowed wide latitude to exercise business judgment. Contracting officers shall – (a) Ensure that the requirements of 1.602-1(b) have been met, and that sufficient funds are available for obligation; (b) Ensure that contractors receive impartial, fair, and equitable treatment; and (c) Request and consider the advice of specialists in audit, law, engineering, information security, transportation, ... as appropriate.

#### Loss of Contract Officer of Record

The recorded Contract Officer of Record Michael L. Grove provides the following testimony to Capisano, Dee CIV DTIC B:

"From: Capisano, Dee CIV DTIC B

To: guy\_parker@parker-international.com

Cc: Michael.Grove@wpafb.af.mil

Sent: Thursday, November 15, 2007 7:58 AM

Subject: Classified/Secret Access to DTIC Products & Services Under

Contract No. FA862104D6250, Expir 12/31/07 - Parker; Guy

Mr. Parker,

The contract officer you listed as your Government sponsor, Michael Grove has informed me he is not the contracting officer for the above contract and therefore cannot approve your application. He had this responsibility prior to November 2004.

To approve your application we will need an email from the current Government Approving Official/Government Sponsor. We can only accept approval from the Contract Officer, Program Manager, Contract Officer's Representative (COR) or Contract Officer's Technical Representative (COTR) for the above contract. He/she may send me an email and cc:reghelp@dtic.mil. The sponsor must confirm the contract number and expiration date, identify which of the above titles they hold and state that they approve/disapprove you for Classified access at the Secret level.

Dee Capisano DTIC Registration dcapisan@dtic.mil 703 767-8273 (Ph) 703 767-9459 (Fax)"

## **Contract Ordering Officer for Contract FA862104D6250**

In calendar years 2005 and 2006, the named private citizen, Betty W. Clingerman, represented herself as a Contract Ordering Officer for Contract FA8621-04-D-6250. In calendar years 2005 and 2006, the named individual asserts Contract Ordering Officer authority:

CONTRACTOR OF CONTRACTOR	ORDER FOR SUP	PLIES OR SERVICES				OR SUPPL			
F33657-01-D-2077	0007 coof [FAB62]	a 3"JUN" yous		190 BCH ORDERAGNEAMENT NO. 11-04-D-6250	1. DELATER 0004	T CHEDERY CALL MO	2	THE OF COMMERCE	
USAFATNIC MO ABRONAL/TICAL SYSTEMS 2300 D STREET WRIGHT-PATTERSON AFS CH FERICLA LINDSEY 97-354- Erika Lindsey@wpsta.sf.mil  LOWINGTON LPAY SPARLATION & T 200 APLINGTON DOWN (817) 919-2528	CENTER  48433-7249 7414 X3391  COM 1PQF4 S CORPORATION RAINING DATION WAS ROAD 6320  AAA	J. LING DATE  J.	USAFIAI HQ AER 2300 D S WRIGHT SCOTT I SCOTT I SCOTT I SCOTT I SCOTT I SCOTT I SCOTT I SCOTT I	ONAUTICAL SYSTEMS CEN ITREET -PATTERSON AFB OH 4543 - MACDONALD 937-286- cdorekt@wpafb af,mä	7414 X35	PABB21  BBO  BBO  BBO  BBO  BBO  BBO  BBO	DATE	ERROR AF COMMINISTED AFTER SON PATTERSON PAS: (NON	D RIV I A
BETTY W. CLINGERMAN	7 W. 144 H.	39m 05	Se g	TYW. CLOGERMAN	•	 20	Jan	. 06	<u></u>
- 3	gen	05	S SEED	269	مسة	27. SHIP NO.		VOUCHER HO.	<del></del>
CONTRACTOR		Botteto		ONTRACTI		DERING O			

## Contract Authority Ended on February 22, 2006

The private citizen, Betty W. Clingerman, represented herself as a Contracting Ordering Officer whose contracting authority was derived from the recorded Contract Officer of Record in accordance with Contract FA8621-04-D-6250 Section H Page 9 of 14 H103 Ordering Procedures H103 (a).

There are no current delivery orders pending. The named individual's contract authority **ended on February 22, 2006** when Delivery Order D0004 was certified by Betty W. Clingerman to the Defense Finance and Accounting System (DFAS) as delivered per contract and Delivery Order D004 Invoice Ser 0601 was paid in full:

Contract Number:	FA862104D6250	Delivery Order / Call Number:	0004		
Invoice Number:	SER0601	Voucher Number:			
Pay Status:	PAID	Check Number:			
EFT Trace Number:	T Trace Number: E2000051 Payment Distribution Date:				
EFT / Check Amount:	\$549,000.00	Invoice Amount:	\$549,000.00		
Freight:		Tax Withheld:			
Discount Taken:		Interest Paid:			
Gross Invoice:	e: Invoice Date:				
Merchandise Acceptance Date:		Paying DSSN:			
Location:	ocation: Cage Code:				
Shipment Number:	Reason Code:	F			
Date of Last Action:	02/22/2006	Due Date:	03/01/2006		
Invoice Received Date:	01/30/2006	Remarks:			
Locator Code:					

DEFENSE FINANCE AND ACCOUNTING SERVICE - COLUMBUS CENTER Reason Code F: Manually Paid or Coded "F": The invoice has been paid through the manual payment process by check or EFT

## Limits of the authority of a Contract Ordering Officer

Contract FA8621-04-D-6250 Section H provides that **ANY** Aeronautical Systems Command ASC/YW Contract Officer may be assigned as a **Contract Ordering Officer**. Contracting Ordering Officer's authority is derived from Contract Section H103 **and** from a Certified of Warrant (COW) and/or Certificate of Appointment (COA):

PART I - THE SCHEDULE

SECTION H - SPECIAL CONTRACT REQUIREMENTS

SECTION H FA8621-04-D-6250 PAGE 9 OF 14.

H103 ORDERING PROCEDURES (DEC 2003)

(a) Performance can be authorized under this contract only by the issuance of individual orders signed by an ASC/YW Procuring Contracting Officer (PCO). Order modifications thereto may be issued by ASC/YW PCOs or Administrative Contracting Officers (ACOs). (c) If the Contractor exceeds this fixed price, it is at his own risk.

The limits of the authority of a **Contract Ordering Officer** are:

Ordering Officers may negotiate revisions/modifications to orders, but only within the scope of this contract. Ordering Officers have no authority to modify any provision of a basic contract agreement. Any deviation from the terms of the basic contract must be submitted to the Procuring Contracting Officer (PCO) for contractual action. Ordering Officers may enter into mutual no cost cancellations of orders under this contract and may reduce the scope of orders/tasks, but Terminations for Convenience or Terminations for Default shall be issued only by the PCO.

The recoded Procuring Contracting Officer (PCO) is Michael L. Grove whose name appears typed and signed on the Contract Cover SF26. This bilateral contract agreement cannot be "assigned", retroactively changed, or unilaterally changed.

## Self-Declaration of Betty W. Clingerman

Ms. Betty W. Clingerman asserts herself as "... assigned the Contracting Officer" in a signed declaration to the United States Court of Federal Claims Non-Monetary Disputes 06-701 and 06-715 dismissed for lack of subject matter jurisdiction. The following is not compliant with FAR 1.6 and is not an acceptable response:

## DECLARATION OF RETTY W. CLINGERMAN

I, Betty W. Clingerman, do hereby declare that I am currently employed by the Acronautical Systems Center (ASC), 677th Acronautical Systems Group (AESG) and assigned as the Contracting Officer (CO) for the contract with Parker International (PI), Contract FA8621-04-6250.

BETTY W. CLINGERMAN. Contracting Officer

In accordance with 41 U.S.C. §§ 321-322 the above declaration is false and misleading with an acts of omissions. A possible correct truthful declaration is "... assigned a Contracting Ordering Officer". This contractor alleges that the above declaration of Ms. Betty W. Clingerman is fraud in contract law, not represented as a tort. The Contract Officer of Record cannot be "assigned". Contract Ordering Officers are "assigned", but their "assignment" lasts for the limited period the name individual has an active Delivery Order Incentive. At the time the above declaration of Betty W. Clingerman was made to the United States Court of Federal Claims, February 2007, Ms. Betty W. Contract Clingerman active Delivery Orders on had no FA862104D6250. No contractor claims for government actions for "Ms. Betty W. Clingerman's Delivery Order D0004" are pending at this time or were pending at that time in the United States Court of Federal Claims. Ms. Betty W. Clingerman is/was: 1) Not "the Contract Officer of Record"; 2) Not "assigned the Contracting Officer (CO)"; 3) At declaration not "assigned a Contract Ordering Officer". Ms. Betty W. Clingerman's assignment as a Contract Ordering Officer for Contract FA862104D6250 ended on February 22, 2006 when the D0004 was certified by her as delivered and DFAS paid in full.

## Certificate of Warrant, Appointments, and Termination

Federal Acquisition Regulations Subpart 1.6 provides:

# 1.603-3 Appointment. (For appointments after 3<sup>rd</sup> Qt 2006)

- (a) Contracting officers shall be appointed in writing on an SF 1402, Certificate of Appointment, which shall state any limitations on the scope of authority to be exercised, other than limitations contained in applicable law or regulation. Appointing officials shall maintain files containing copies of all appointments that have not been terminated.
- (b) Agency heads are encouraged to delegate micro-purchase authority to individuals who are employees of an executive agency or members of the Armed Forces of the United States who will be using the supplies or services being purchased. Individuals delegated this authority are not required to be appointed on an SF 1402, but shall be appointed in writing in accordance with agency procedures.

#### 1.603-4 Termination.

Termination of a contracting officer appointment will be by letter, unless the Certificate of Appointment contains other provisions for automatic termination. Terminations may be for reasons such as reassignment, termination of employment, or unsatisfactory performance. No termination shall operate retroactively

Prior to 3<sup>rd</sup> Qt 2006 a Certificate of Warrant was required.

Document 1

## Certificate of Interest and Corporate Disclosure Statement

Contract FA862104D6250 is a \$3,000,000 Firm Fixed Price contract with Delivery Order Incentives in accordance with FAR 16.202-1 formed between an unincorporated citizen of the State of California, not a corporation or artificial entity, and a government agency of the United States representing the interest of the citizens of the United States of America in the form of a Public Trust. The Firm Fixed Price contract has a stated duration through December 34, 2008 with performance required by both parties for the entire duration of the contract independent of delivery order incentives. This United States Air Force prime contractor is unable to provide this petitioner's power of attorney to a corporation, artificial entity, or attorney at law. This contractor is required by the nature of the contract to appear as a self litigant with an express contract with a government agency. The bid and mutually signed agreement for this Firm Fixed Price contract anticipated dispute resolution through a mandatory Alternative Disputes Resolution Contract Clause provisioned in the contract provided by FAR 33.2 inclusive of Subparts 33.210-33.214. The contract bid and mutually signed agreement did not anticipate an election by the government to ignore and deny the mandatory Alternative Dispute Resolution Contract Clause forcing this contractor excessive contract administration fees currently, as of this brief, estimated to be in excess of \$1,000,000. Guy W. Parker certifies the following: 1. The full name of every party or amicus represented by me is: Guy W. Parker, dba unincorporated small business Parker International and Alan C. Gaudette, Contract FA862104D6250 ADR Moderator. 2. The name of the real party in interest (if the party named in the caption is not the real party in interest) represented by me is: None 3. All parent corporations and any publicly held companies that own 10 percent or more of the stock of the party or amicus curiae represented by me are: None 4. There are no corporations. The names of all law firms and the partners or associates that appeared for the party or amicus now represented by me in the trial court or agency or are expected to appear in this court are: None.

Guy W. Parker /s Juny W. Poulse February (, 2008 14924 Conchos Dr. Poway, California, 92064, 858-486-6469

Document 1

## **Demand Letter for Production of Required Documents**



Parker International 14924 Conchos Dr. Poway, CA 92064 858-486-6469

To:

February, 2008

Clingerman, Betty W.

677 AESG/TQ

2300 D Street, Bldg 32

Wright-Paterson AFB OH 45433-7249

Organization: 677 AESG/TQ

Phone: (937) 255-2679

Email: Betty.Clingerman@wpafb.af.mil

June Taylor 677 AESG/TQ

2300 D Street, Bldg 32

Wright-Paterson AFB OH 45433-7249

Organization: 677 AESG/TQ

Phone: (937) 255-2679

Email: June.Taylor@wpafb.af.mil

A demand request is made to provide the following documents on or before February 22, 2008 to verify if Betty W. Clingerman is the recorded Contract Officer of Record Standard Form 26 for the purposes of Public Law 95-563 (amended) (Contract Disputes Act of 1978):

$\frac{3}{4}$	The termination of contract authority of Michael L. Grove Michael L. Grove's Contract Officer Warrant prior to 2006
5	Michael L. Grove's Contract Officer Authority after 2006
6	A Standard Form 26 signed by this contractor and Clingerman

Should you be unable to provide the documents on or before February 22, 2008

the court shall consider the documents do not exist.

14924 Conchos Dr.

Poway, California, 92064, 858-486-6469

## UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF CALIFORNIA

GUY W. PARKER v. BETTY W. CLINGERMAN

#### **Certificate of Service**

I certify that I mailed on February , 2008:

Pure Bill for Equitable Discovery of Contract Officer of Record For Contract FA8621-04-D-6250

To

**Defendant** 

Clingerman, Betty W.

677 AESG/TQ

2300 D Street, Bldg 32

Wright-Paterson AFB OH 45433-7249

Organization: 677 AESG/TQ

Phone: (937) 255-2679

Email: Betty.Clingerman@wpafb.af.mil

**Agency Representative** 

June Taylor

677 AESG/TQ

And to the Government

2300 D Street, Bldg 32

Agency for which she

Wright-Paterson AFB OH 45433-7249

appears Employed Organ

Organization: 677 AESG/TQ

Phone: (937) 255-2679

Email: June.Taylor@wpafb.af.mil

February , 2008

Date

/s Hung W. Parloan Jhy Ni Signature of self litigant

Guy W. Parker 14924 Conchos Dr.

Poway, California 92064. 858-486-6469

## UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF CALIFORNIA

GUY W. PARKER v. BETTY W. CLINGERMAN

#### Certificate of Service

I certify that I mailed on February , 2008:

Pure Bill for Equitable Discovery of **Contract Officer of Record** For Contract FA8621-04-D-6250

To

**Defendant** 

Clingerman, Betty W.

677 AESG/TQ

2300 D Street, Bldg 32

Wright-Paterson AFB OH 45433-7249

Organization: 677 AESG/TQ

Phone: (937) 255-2679

Email: Betty.Clingerman@wpafb.af.mil

**Agency Representative** 

June Taylor

677 AESG/TQ

And to the Government

Agency for which she appears Employed

2300 D Street, Bldg 32

Wright-Paterson AFB OH 45433-7249

Organization: 677 AESG/TQ

Phone: (937) 255-2679

Email: June.Taylor@wpafb.af.mil

February '

Signature of self litigant

Guy W. Parker 14924 Conchos Dr.

Poway, California 92064. 858-486-6469

SJS 44 (Rev. 11/04)

#### **CIVIL COVER SHEET**

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS		DEFENDANTS		. 04 0. 59
Guy W. Parker		Betty W. Clinger		-4 PM 3:58
(b) County of Residence (EX	of First Listed Plaintiff San Diego, Californ CCEPT IN U.S. PLAINTIFF CASES)	NOTE: IN LAN	OFFISE LISTED DETERMENT DESCRIPTION OF THE STATE OF THE S	
• •	Address, and Telephone Number)  40 United States Air Force Prime Contract y contract.	Attorneys (If Known) Unknown	708 CV 021	2 L WMc
II. BASIS OF JURISD	ICTION (Place an "X" in One Box Only)	III. CITIZENSHIP OF P	RINCIPAL PARTIES	(Place an "X" in One Box for Plaintiff
☐ 1 U.S. Government Plaintiff	☐ 3 Federal Question (U.S. Government Not a Party)		TF DEF 1 1 Incorporated or Pr of Business In Thi	
2 U.S. Government Defendant	35 4 Diversity	Citizen of Another State	2 2 Incorporated and I of Business In a	
Detendant	(Indicate Citizenship of Parties in Item III)	Citizen or Subject of a  Foreign Country	3 D 3 Foreign Nation	
IV. NATURE OF SUIT	(Place an "X" in One Box Only)	1 Oreign Country		
CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
□ 110 Insurance □ 120 Marine □ 130 Miller Act □ 140 Negotiable Instrument □ 150 Recovery of Overpayment & Enforcement of Judgment □ 151 Medicare Act □ 152 Recovery of Defaulted Student Loans (Excl. Veterans) □ 153 Recovery of Overpayment of Veteran's Benefits □ 160 Stockholders' Suits □ 190 Other Contract □ 195 Contract Product Liability □ 196 Franchise REAL PROPERTY □ 210 Land Condemnation □ 220 Foreclosure □ 230 Rent Lease & Ejectment □ 245 Tort Product Liability □ 290 All Other Real Property	PERSONAL INJURY  310 Airplane 315 Airplane Product Liability 320 Assault, Libel & Slander 330 Federal Employers' Liability 340 Marine 345 Marine Product Liability 350 Motor Vehicle 355 Motor Vehicle Product Liability 360 Other Personal Injury Product Liability 370 Other Fraud 371 Truth in Lending 371 Truth in Lending 375 Motor Vehicle Product Liability 380 Other Personal Injury PERSONAL PROPER' 370 Other Fraud 371 Truth in Lending 370 Other Property Damage Product Liability 385 Property Damage Product Liability 386 Asbestos Personal Injury Product Liability 370 Other Fraud 371 Truth in Lending 385 Property Damage Product Liability 385 Property Damage Product Liability 385 Property Damage Product Liability 386 Asbestos Personal Injury Product Liability 370 Other Fraud 371 Truth in Lending 370 Other Personal Property Damage Product Liability 385 Property Damage Product Liability 385 Property Damage Product Liability 386 Asbestos Product Liability 370 Other Fraud 371 Truth in Lending 370 Other Personal Property Damage Product Liability 370 Other Personal Property Damage Product Liability 371 Truth in Lending 372 Other Personal Injury Product Liability	620 Other Food & Drug     625 Drug Related Seizure of Property 21 USC 881     630 Liquor Laws     640 R.R. & Truck     650 Airline Regs.     660 Occupational Safety/Health     690 Other     TABOR     710 Fair Labor Standards Act     720 Labor/Mgmt. Relations     730 Labor/Mgmt. Reporting & Disclosure Act     740 Railway Labor Act     790 Other Labor Litigation     791 Empl. Ret. Inc.     Security Act	□ 422 Appeal 28 USC 158 □ 423 Withdrawal 28 USC 157  PROPERTY RIGHTS □ 820 Copyrights □ 830 Patent □ 840 Trademark  SOCIAL SECURITY □ 861 HIA (1395ff) □ 862 Black Lung (923) □ 863 DIWC/DIWW (405(g)) □ 864 SSID Title XVI □ 865 RSI (405(g)) FEDERAL TAX SUITS □ 870 Taxes (U.S. Plaintiff or Defendant) □ 871 IRS—Third Party 26 USC 7609	□ 400 State Reapportionment □ 410 Antitrust □ 430 Banks and Banking □ 450 Commerce □ 460 Deportation □ 470 Racketeer Influenced and □ Corrupt Organizations □ 480 Consumer Credit □ 490 Cable/Sat TV □ 810 Selective Service □ 850 Securities/Commodities/ □ Exchange □ 12 USC 3410 □ 890 Other Statutory Actions □ 891 Agricultural Acts □ 892 Economic Stabilization Act □ 893 Environmental Matters □ 894 Energy Allocation Act □ 895 Freedom of Information □ Act □ 900 Appeal of Fee Determination Under Equal Access to Justice □ 950 Constitutionality of State Statutes
🗷 l Original 🗇 2 R	Appellate Court Appellate Court Appellate Court Appellate Court Appellate Court Appellate Court Pub. L. No. 94-574 90 Stat. 2721 as Brief description of cause: Petition (Bill) for Equitable Discove	re filing (Do not cite jurisdiction amended, 5 U.S.C. §§ 701	et all and 68 Stat. 81 41 ecord For Contract FA86	Judgment           U.S.C. §§ 321-322
COMPLAINT:	<del></del>	DEMAND \$	JURY DEMAND:	:
VIII. RELATED CASE IF ANY	C(S) (See instructions): JUDGE		DOCKET NUMBER	
02/04/2008	SIGNATURE OF AT	TORNEY OF RECORD		
receipt # 147200 A	MOUNT \$350 2/4/08 B4 APPLYING IFP	JUDGE	MAG. JUI	DGE

#### **UNITED STATES** DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA SAN DIEGO DIVISION

# 147200 - BH \* \* C O P Y \* \* February 04, 2008 15:58:33

#### Civ Fil Non-Pris

USAO #.: 08CVO212 CIVIL FILING

Judge..: M. JAMES LORENZ

Amount.:

\$350.00 CC

Total-> \$350.00

FROM: PARKER V. CLINGERMAN CIVIL FILING VISA AUTH# 557993